

part in the principal sum of Four Thousand (\$4000) Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said parties of the first part, and payable according to the tenor and effect of a certain First Mortgage Real Estate Note, dated the First day of March AD 1884, numbered 2383 executed and delivered by Wm R. Foster and Mary K. Jones to said party of the second part, and payable to the order of the said party of the second, Five years after date, at the office of Topyka Loan and Investment Company, Topyka, Kansas, with interest thereon until paid, at the rate of Seven per cent per annum, payable semi-annually on the First day of September and March in each year, and 12 per cent per annum after maturity, the installments of interest being further evidenced by ten coupons attached to said principal note, and of even date therewiths and payable to the order of said party of the second part, at the same place.

Second: Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises, and insurance premiums for the amount of insurance hereinafter specified when the same are due; and if not so paid, the party of the second part, or the legal holder of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 12 per cent per annum. But whether the legal holder of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder hereof may declare the debt hereby secured due, and immediately cause the mortgage to be foreclosed.

Third: Said parties of the first part hereby